



## Electronic Delivery Agreement

Before proceeding, carefully review the attached [Electronic Delivery Agreement](#). By accepting the Northrim Online Banking Agreement, you will be agreeing to receive the Northrim Online Banking Agreement, and all disclosures, statements, notices, and tax documents in an electronic format. **Do not select that you agree with the terms and conditions if you do not agree to this.**

## Northrim Online Banking Agreement

Welcome to online banking at Northrim Bank. This *Northrim Online Banking Agreement* ("Agreement") describes the terms and conditions for using our suite of electronic products ("Online Banking"), and governs your use of the individual features ("Services") offered through Online Banking. Many of the Services involve Northrim Bank's deposit and lending products, which are subject to separate disclosures, as are the Text Message Banking and Mobile Banking Services. **Please read this Agreement and all related agreements carefully and retain copies for your records.**

**AFTER YOU HAVE CAREFULLY REVIEWED THIS AGREEMENT IN ITS ENTIRETY, YOU CAN AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS BY SELECTING THE BOX THAT INDICATES; I HAVE READ AND AGREE TO THE TERMS OF THE ONLINE BANKING AGREEMENT AND DISCLOSURE, AND SELECTING THE "AGREE" BUTTON.**

**IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, SELECT THE CANCEL BUTTON AND YOU WILL NOT BE ENROLLED IN NORTHRIM ONLINE BANKING.**

**THE FOLLOWING IS A LIST OF THIS AGREEMENT'S SUBSTANTIVE TERMS. YOU ARE AGREEING TO EACH OF THE SECTIONS AND SERVICES BELOW WHEN ACCEPTING THIS AGREEMENT.**

### [Section I - Definitions](#)

### [Section II – General Terms and Conditions](#)

### [Section III - Rules for Non-consumer and Business Accounts](#)

### [Section IV – Services](#)

- A. [Internal Funds Transfers](#)
- B. [External Funds Transfers](#)
- C. [Bill Pay](#)
- D. [Text Message Banking](#)

**I HAVE READ ALL THE TERMS OF (1) THE ELECTRONIC DELIVERY AGREEMENT AND (2) THE NORTHRIM ONLINE BANKING AGREEMENT, AND I AGREE TO RECEIVE ALL OF MY NORTHRIM ACCOUNT DOCUMENTATION ELECTRONICALLY AND AGREE TO ALL OF THE TERMS OF THE NORTHRIM ONLINE BANKING AGREEMENT (INCLUDING THE BANK'S DISCLAIMER OF LIABILITY AND LIMITATIONS OF LIABILITY IN SECTION II).**

## Section I - Definitions

The words "we," "us," "our," "Northrim," and "Bank" mean Northrim Bank or any agent, independent third party contractor, subcontractor, service provider, licensor, designee, assignee, or vendor that the Bank may involve in the provision of these Services. The words "you," "your," and "yours" mean or refer to each and every person who now or hereafter, subscribes to or uses one of the Services, or is an account owner or has any interest in any account accessible through an Online Banking Service.

Additionally, except when it would be inconsistent to do so, the singular form of the words and phrases in this Agreement includes the plural, and the plural form includes the singular.

**Access Device:** is your personal computer, other Internet-based device, or Internet-based mobile device that you use to access the Services.

**Account:** is any Account that you maintain with us and for which you use any function or feature of the Service.

**Business Day:** Monday through Friday, 8:00 AM through 5:00 PM Alaska Time ("AT") excluding federal and Bank-observed holidays.

**Business Day Processing Hours:** means processing schedules that comply with the Bank's requirements and those of third party processors such as, FEDirect ("Wire"), Automated Clearing House ("ACH"), and other related service providers.

**Collected Funds, Available Funds, or Collected and Available Funds:** refers to funds in an Account equal to the ledger balance minus: float; check holds; other holds; any pending transactions, including card transactions, and any disputed transactions; or funds subject to a legal process that prevents their withdrawal.

**Customer Service:** refers to our Call Center and branch personnel. You may contact our Call Center at (907) 562-0062 (Anchorage) or (800) 478-2265 (toll free). You may also contact us by visiting any branch office, or by mail at P.O. Box 241489, Anchorage, Alaska 99524-1489.

**Financial Software:** is a third party personal financial management ("PFM") application that you may obtain to use in connection with Online Banking. The Services do not support all brands and versions of PFM applications.

**Item:** means a paper or electronic check, or other means of directing either a deposit to or withdrawal from an Account.

## Section II - General Terms and Conditions

### Acknowledgment

By enrolling to use any of the Services described in this Agreement, or by using or allowing anyone else to use any of these Services in relation to any of your Accounts, you accept and agree to the terms and conditions of this Agreement, as may be in effect from time to time. This Agreement supersedes any previous Online Banking agreements. If you register online and are unable to print a copy of it, at your request we will mail you a paper copy. You agree that email or other electronic communications that we provide or send to you, through the Service, will be regarded and accepted in the same manner as written communications, we agree also. Unless otherwise provided under applicable law, any electronic communication you send to us will not be effective until we receive it and have had a reasonable opportunity to act on it.

In addition to this Agreement, your Accounts and transactions continue to be subject to any applicable deposit or loan agreements with us that you have agreed to or that you agree to in the future.

### Internet Access

You will need an Access Device with an approved version of browser software and/or operating system as defined by the Bank. Future modifications to any of the Services may require installing browser software upgrades. You are

responsible for any telephone, connectivity, or other charges incurred by accessing your Accounts through the Service and for the installation, maintenance, and operation of your browser software and/or operating system. You are also responsible for all PFM software purchases, installation, and maintenance. The version of PFM software or Web browser you are using may limit your ability to access certain Services. To print or electronically retain the information you view using the Services, you must have a printer or the ability to download the information to your Access Device.

### **Eligible Customers**

Generally, individuals who have an Account may use the Services. We reserve the right to limit access to certain types of Accounts.

### **Registration Process**

You must complete the registration process to use the Services. You agree to provide true and accurate information. We may contact you to verify the information you submit for accuracy and proper authorization.

You may use your mobile Access Device to access and use Online Banking via the Northrim Bank Website or through the mobile application. The user ID and password used to access the Service through the Website and mobile application are identical. For more information regarding mobile services, refer to Section IV, below.

### **Passwords**

To access your Accounts through Northrim Online Banking, you must have an eligible Account, user ID, and password. You will select a user ID and password during enrollment. If we assign you a temporary password, at the time you first log in, you must select a new password. When you establish or change your password, it must contain between eight (8) and sixteen (16) characters with at least two (2) letters, two (2) numbers, and it cannot contain any blank spaces.

We recommend that you create strong passwords by using capital and lowercase letters, digits, and symbols. Avoid using familiar names or personal information such as a birth date, and words found in a dictionary in any language. For your protection, sign off after every online session.

### **Authentication Codes**

In addition to your User ID and Password, the use of advanced authentication or Out of Band Authentication ("OOBA") is required at login. When you initially log in you are prompted for a telephone number, an automated phone call occurs that prompts entering a code that is displayed on screen when accessing the Service. A second option for authentication is to provide a phone number that can receive text messages. In that case, a text message prompt is generated with the ability to reply to the text message with the code displayed on screen. If at any time, the computer being used for access is not recognized, OOBA will be requested when logging in from that computer.

### **Use of Your User Password and Reliance on Instructions**

When you or any authorized user (as discussed below), logs in to Online Banking using your user ID and password, you authorize us to follow the instructions we receive relating to your Accounts and to charge and credit your Accounts according to those instructions. All such instructions will be considered as having been given to us directly by you, and will have the same authority as your written signature in authorizing us to comply with the instructions.

Since your user ID and password are the principal security measures to protect access to your Accounts, you agree that you will not provide this information or otherwise make it available to any other person. If you provide your user ID and password or otherwise make it available to another person, you have authorized that person to access your Accounts through Online Banking and to give us instructions relating to your Accounts as an authorized user. That authority will continue until you specifically revoke such authority by notifying us and we have had reasonable time to act on your request. You also authorize us to comply with those instructions even if that person exceeds your authorization or has no authorization. If you authorize anyone to use your user ID and password, you will be deemed to have expressly authorized any Service transaction initiated by: 1) you at your discretion or with your expressed or implied consent; 2) anyone to whom you gave your user ID and password or otherwise made your user ID and password available; 3) anyone acting at your direction or with your expressed or implied consent, or authority; 4) any person who is an agent with respect to any Account that you may access through Online Banking; 5) anyone who has obtained access to your user ID and password; and 6) any co-owner or other person having an

interest in the Account. Any person initiating any of the foregoing transactions will be deemed an authorized user except to the extent prohibited by applicable law or regulation.

Except as otherwise provided by law, you agree to indemnify, defend, and hold us harmless for any loss or expense caused by any person who accesses the Service using your user ID and user password. You agree to cooperate with us fully in our investigation of transactions, the recovery of any loss we sustain, and the prosecution of any wrongdoer. You also agree that we may block usage of the account temporarily if there is a dispute about it and that you agree to assign to us your right of recovery against the wrongdoer.

### **Updating Your User Password**

You may change your user password at any time and we may require that you change your user password periodically. You can change your user password by accessing the Change Password option within the Service under Customer Service tab. We recommend that you change your user password every 90 days. The system may require that you change your user password every 180 days.

### **Safekeeping**

You agree that you will take adequate steps to ensure the security of your Access Device and prevent the disclosure of your user ID and password to anyone not authorized to access your Accounts. **YOU ARE RESPONSIBLE FOR KEEPING YOUR ACCESS DEVICE, USER ID, USER PASSWORD, ACCOUNT NUMBERS, AND OTHER ACCOUNT DATA CONFIDENTIAL.** If you believe the confidentiality of your user ID or password may have been compromised, lost or stolen or your Access Device is missing or compromised you must notify us immediately by contacting Customer Service, as listed above in Section I. In the event your user ID and/or password have been compromised, you will be required to establish new ones. If you fail to maintain the security of your user ID and/or password and a loss occurs, we may terminate your access to the Service immediately.

### **Electronic Messaging and Email**

You should only communicate confidential information to us through the Service and not by conventional email. Conventional email is not a secure method of communication. We recommend that you do not send confidential or privileged information, such as Account numbers and financial information through conventional email. The email function in Online Banking is a secure method of communication, which allows you to send messages to the Bank using your Access Device. We may not immediately receive an electronic message sent by you. We will take action on any electronic message you send to us once we receive it and have a reasonable opportunity to act on it. Contact Customer Service directly if there is need to contact us immediately.

We do not advise sending us requests for transactions such as, transfers, bill payments, and Account inquiries through conventional email or the Online Banking email function, and generally, we will not take action on these requests. From time to time, there may be other limitations to your use of electronic messaging in effect.

When you elect to communicate with us electronically within the Services, the following provisions apply to those communications:

- You agree that we can communicate to you via email with product or marketing information that may be of added interest to you.
- You acknowledge that you have been advised and that you understand the risks of using email outside of the Service to communicate Account information, and that we are unable to guarantee the authenticity, privacy, or accuracy of information received or sent by email, or to monitor the authorization of persons using your email address to send or receive information.
- In the event you receive information from us, via email, that you believe is intended for another recipient, you agree to return the information to us immediately and to delete the information thereafter from your Access Device. You will not use the information for any personal or commercial purposes.

Having acknowledged the risks associated with communicating financial information via email, you agree that we have no obligation to monitor or investigate the use of your Access Device or the source of any communication received from you bearing your email address. Furthermore, you release us from any claim or liability in connection with communications sent or received using email, and you agree to indemnify, defend, and hold us harmless from all claims, losses, expenses, or liability arising in any way out of or connected in any way with the use of email as contemplated by this Agreement.

We will NEVER ask you for any private information (such as Account numbers, passwords, Social Security numbers, etc.) for any of our products through an unsolicited email.

### **New Services and Changes**

We may, from time to time, introduce new or change existing Services. We will notify you through Online Banking of the existence of these new Services. By using these Services as they become available, you agree to be bound by the rules communicated to you concerning them.

### **Security**

We will take reasonable steps in connection with the Online Banking Service to ensure the security and confidentiality of your financial records and transactions. Such steps may include, without limitation, creating security firewalls to protect against access by any unauthorized persons and implementing other commercially reasonable security techniques. You agree at all times to comply with all security procedures we may impose in connection with your use of Online Banking. You agree the security techniques used by us, in connection with the Services are commercially reasonable security procedures, and, as a result, except as otherwise limited by law, you assume all risk of loss for unauthorized transactions where the Bank has followed the current security procedures at the time of an event.

You are responsible for maintaining the confidentiality of your Account information, user ID, passwords, and restricting access to your computer. You agree to notify us promptly of any unauthorized use of your passwords or breach of security.

### **Fees**

We do not charge a fee to access your Accounts through Online Banking. There may be fees for other Services we offer now or in the future. Refer to the [Personal Fee Schedule](#) for applicable fees assessed for Services offered through Online Banking. By using the Service, you agree to these charges and understand that they may change from time to time and that we will debit your Account accordingly. Additionally, you agree to pay any special charges in effect as disclosed by us and authorize our third party service provider to bill you directly. We may automatically deduct any and all such charges from your Account.

### **Inactivity**

You agree that the Bank may terminate your enrollment in all or a single Service after 365 consecutive days of inactivity, whether or not a fee is paid, and whether or not there are any scheduled transfers or payments pending. When Online Banking is deactivated, all stored information may be irretrievable. You may Contact Customer Service for assistance in reinstating your Services.

### **Hours of Accessibility**

You can access your Accounts through Online Banking seven (7) days a week, twenty-four (24) hours a day. At certain times, access to one or more of your Accounts may not be available due to system maintenance or circumstances beyond our control.

### **System Unavailability**

A Service may be unavailable at certain times, including for the following reasons:

- Scheduled system maintenance for upgrades or updates to the Service, which we typically complete between 10:00 PM to 7:00 AM AT.
- Unscheduled maintenance that is due to unforeseen and/or required updates.
- System outages or other major unforeseen events, such as, but not limited to, earthquakes, fires, floods, Access Device failures, interruptions in telephone service or electrical outages, may prevent access to a Service.

During these times, you may contact us by telephone (see Customer Service, listed in Section I above) or visit one of our branches during regular business hours. We will provide maintenance alerts on our Website. We will make all reasonable efforts to ensure the availability of the Services. However, we are not liable for unavailability of a Service or any damages that may result from such unavailability.

### **Add and/or Delete Accounts**

You may request to add or delete Accounts from the Services by contacting Customer Service.

### **Account Information**

You may view current and available balance information or review up to eighteen (18) months of transaction activity for your eligible checking, savings, money market, certificate of deposit ("CD"), line of credit, or loan Accounts linked for Online Banking access. Your actual available balance may be higher or lower than the amount shown through a Service due to; uncollected funds, check holds, Debit MasterCard® holds, legal holds, or overdraft protection and deposits that are still subject to verification, and it may not include deposits or loans that are in process, outstanding checks or payments, or other withdrawals, payments, credits, and charges or debits that have not yet posted to your Account.

### **Stop Payments**

You can place stop payments on individual checks through Online Banking. The stop payment order is completed when you receive the online confirmation through the Service. It is important to enter the required information accurately; otherwise, we will not be able to stop the Item. If you need to place a stop payment on a range of checks or an electronic Item, contact Customer Service for assistance.

### **Customer Information Changes**

It is your sole responsibility to ensure that the contact information in your user profile is current and accurate. This includes, and is not limited to, name, address, telephone numbers, and email addresses. Changes can be updated in Online Banking or by contacting Customer Service. This ensures that if you are using Online Documents, you will continue to receive notifications when documents are available, and it will help prevent unauthorized access to your Account information. We are not responsible for any payment processing errors or fees incurred if you do not provide accurate Account or contact information.

### **Information Authorization**

We must be able to verify your identity and other necessary information to complete your enrollment in Online Banking. Through your Online Banking enrollment, you agree that we have the right to obtain credit reports on you from time to time at our expense through a credit bureau or otherwise. In addition, you agree that we reserve the right to obtain financial information regarding your Account from time to time from a Biller (see Bill Pay, in Section IV(D), below) or its financial institution (for example, to resolve payment-posting problems or for verification).

### **Changes to Charges, Fees, or Other Terms**

We reserve the right to change the charges, fees, or other terms and conditions described in this Agreement. Prior to implementation of changes that may adversely affect you, we may notify you online, send a notice to you at the address shown on our records, or send an email. The notice will be posted or sent, when applicable, at least thirty (30) days in advance of the effective date of any change, or as dictated by applicable law, unless an immediate change is necessary to maintain the security of the system. If an immediate change is made, and it can be disclosed without jeopardizing the security of the system, we will provide you with electronic or written notice within thirty (30) days of the change. You may choose to decline changes by discontinuing use of the Services to which these changes relate. Continued use of the Service after the effective date of a change will evidence your acceptance of the change.

### **Questions or Reporting Errors**

In case of questions or errors involving any of the Services, contact Customer Service immediately.

### **Disclaimer of Liability**

If we do not complete a transfer from your Account in the correct manner or amount, according to our Agreement with you, we may be liable for your direct damages. In certain instances, our sole responsibility for an error will be to correct the error. In no case, will we be liable for any indirect, consequential, special, incidental, or punitive damages. We will not be liable if:

- Through no fault of ours, you do not have sufficient funds in your Account to complete a transfer or a legal order directs us to prohibit withdrawals from the Account.
- Your Account is closed or funds are unavailable for any reason.

- The transfer would cause your balance to go over the credit limit for any credit arrangement set up to cover overdrafts.
- You or anyone you allow or acting on your behalf, commits any fraud or violates any law or regulation or the transfer is illegal.
- Any Access Device, Internet, telephone, or any part of the electronic fund transfer system is not working properly.
- You have not provided us with complete and accurate transfer information, including without limitation the name, address, Account number, and payment amount or transfers while using the Services.
- You did not authorize payment within an appropriate time frame for the payment to be scheduled, transmitted, and received.
- The Bank made timely payment, but the receiver, the receiving financial institution, or payee did not properly accept or credit the payment after receipt.
- You have not followed the instructions properly for using a Service.
- The payee, receiver, or other financial institution rejected or otherwise returned your payment.
- The transfer or payment could not be made or completed due to system unavailability.
- You fail to comply with this or other Bank agreements.
- Circumstances beyond our control (such as, and not limited to earthquake, fire, communications delays or failures, flood, or improper transmission or handling of payments by a third party) prevent the transfer, despite reasonable precautions taken by us.

### **Termination**

You may cancel Online Banking or any of the Services at any time by providing us with written notice, by email, by following the instructions in Online Banking or the Service, or by using the U.S. Postal Service, facsimile, or by contacting Customer Service. We will suspend your access to Online Banking or the specific Service you want to cancel within three (3) Business Days of our receipt of your instructions to cancel. You will remain responsible for all outstanding fees and charges incurred prior to the date of cancellation. Termination of this Agreement will not affect the rights and responsibilities dictated under this Agreement for transactions initiated before termination. You authorize us to continue making transfers and scheduled payments previously authorized until we have had a reasonable opportunity to act upon your notice of termination.

Except where the law requires notice, we can terminate one or all of the Services provided to you without notice for any reason in our sole discretion, including without limitation, if you do not comply with this Agreement or the other agreements governing your Accounts. If we terminate any Service, we reserve the right to halt further transfers or scheduled payments immediately. The Service will complete any payments already processed before the termination. We will not process any future scheduled, periodic or automatic bill payments, or transfers once we terminate the Service. Neither termination nor suspension of any of the Services will affect your liability or obligations under this Agreement.

### **Customer Responsibility**

You agree to be liable to us for any liability, loss, or expense as provided in this Agreement that we incur as a result of any dispute involving your Accounts or any of the Services, except as limited by applicable law. You authorize us to deduct any such liability, loss, or expense from your Account without prior notice to you.

### **No Unlawful or Prohibited Use**

As a condition of using Online Banking, you warrant to and agree that you will not use the Services for any purpose that is unlawful or is not permitted, expressly or implicitly, by the terms of this Agreement or by any applicable law or regulation. You further warrant, represent and agree that you will not use the Service in any manner that could damage, disable, overburden, or impair the Service or interfere with any other party's use and enjoyment of the Service. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided through the Service. You agree that these warranties and representations will remain in full force and effect even if this Agreement terminates for any reason.

**Assignment**

You may not assign this Agreement; however, the Bank may assign, or delegate certain rights and responsibilities under this Agreement to independent contractors or other third party service providers without prior notice to you or without obtaining your consent.

**Entire Agreement**

You agree that this Agreement and any other applicable agreement with the Bank, as amended from time to time, are the complete and exclusive statement of the Agreement between you and us with regard to the Service, which supersedes any proposed or prior Agreement, oral or written, and any other communications between you and us relating to the Service. If there is a conflict between what an employee of the Bank communicates and the terms of this Agreement, the terms of this Agreement will prevail.

**Governing Law**

This Agreement will be governed by, and construed in accordance with all applicable federal laws and all applicable substantive laws of the State of Alaska. In addition, we are subject to certain federal and state regulations and clearing house rules governing the subject matter of this Agreement. You understand that we must comply with these laws, regulations, and rules. You agree that if there is any inconsistency between the terms of the Agreement and any applicable law, regulation, or rule, the terms of the Agreement will prevail to the extent any such law, regulation, or rule may be modified by agreement.

**Cooperation in Loss Recovery Efforts**

In the event of any damages for which you or the Bank may be liable to the other or to a third party pursuant to the Services provided under this Agreement, you and the Bank will each undertake reasonable efforts to cooperate in performing loss recovery efforts, and in connection with any actions that the relevant party may be obligated to defend or elects to pursue against a third party.

**Attorneys' Fees and Costs**

To the extent allowed by law, you agree to pay upon demand all of the Bank's costs and expenses incurred in connection with the interpretation or enforcement of this Agreement. Costs and expenses include the Bank's reasonable and actual attorneys' fees whether or not there is a lawsuit, including reasonable attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. You also will pay all court costs and such additional fees as may be directed by the court.

**Information Processing**

We may offer you a number of Services that require us to receive, process, and report information involving your Accounts and transactions. We will not be responsible for determining the accuracy, timeliness, or completeness of any information, which you or others provide to us. We will be protected in acting on any oral, written, or electronic request believed in good faith to be genuine and to have been made by you or anyone you authorize as a user of your Services. We will not have a duty to interpret the content of any data transmitted to us, except to the limited extent set forth in this Agreement and any operating procedures. Unless we agree otherwise in writing, we will not be required, by means of any security procedures or otherwise, to detect errors in the transmission or content of any information we receive from you or third parties.

You acknowledge that it is not possible for our Services to be totally free from operator, programming, or equipment error, and that errors in processing and compiling data may occasionally occur (e.g., due to the failure of others to provide accurate information, telecommunication failures, or a breakdown in an electronic data interchange). You also acknowledge that transactions involving the Internet are subject to interruption and modification by third parties despite our security efforts. As such, you agree to promptly review and verify all Account statements and other reports we provide you, and maintain adequate controls for ensuring the accuracy of data transmissions, the detection of errors, and your Access Device security. Unless otherwise required by law, our sole responsibility for any reporting errors caused by us will be to reprocess the information for the period in question and to submit corrected reports at our own expense. You agree to maintain adequate backup files of the data you submit for a reasonable period of time in order to facilitate any needed reconstruction of your transactions (e.g., in the event of a telecommunication failure). If we are unable to provide a Service for any reason, we will promptly inform you of the problem and will take reasonable steps to resume processing.



## **YOUR REPRESENTATIONS AND WARRANTIES AND OUR DISCLAIMER OF WARRANTIES**

YOU UNDERSTAND AND AGREE THAT: 1) FAILURE TO PROTECT YOUR HARDWARE AND SECURITY CREDENTIALS MAY ALLOW AN UNAUTHORIZED PARTY TO ACCESS THE SERVICES AND COMPLETE ANY TRANSACTION THE SERVICES ALLOW. 2) ALL USES OF THE SERVICES THROUGH YOUR SECURITY CREDENTIALS WILL BE DEEMED TO BE USES AUTHORIZED BY YOU AND BE BINDING UPON YOU. YOU ASSUME THE ENTIRE RISK FOR THE FRAUDULENT OR UNAUTHORIZED USE OF YOUR SECURITY CREDENTIALS.

YOU AGREE TO: 1) EXERCISE RESPONSIBLE BEHAVIOR WHEN USING THE SERVICES; 2) FOLLOW THE INSTRUCTIONS AND RECOMMENDATIONS THAT WE PROVIDE YOU WITH RESPECT TO THE SERVICES; AND 3) USE MAXIMUM CAUTION IN PROTECTING YOUR HARDWARE AND SECURITY CREDENTIALS FROM UNAUTHORIZED ACCESS. YOU AGREE TO NOTIFY NORTHRIM BANK IMMEDIATELY IF YOU BECOME AWARE OF ANY LOSS OR THEFT OF, OR ANY UNAUTHORIZED USE OF: ANY OF THE SERVICES, AN ELECTRONICALLY DEPOSITED ITEM, OR YOUR SECURITY CREDENTIALS.

YOU AGREE YOUR USE OF THE ONLINE BANKING SERVICES AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS AT YOUR RISK AND IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS.

WE DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE USE OF THE SERVICES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. WE MAKE NO WARRANTY THAT THE SERVICES: 1) WILL MEET YOUR REQUIREMENTS; 2) WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE; 3) THE RESULTS THAT MAY BE OBTAINED FROM THE SERVICES WILL BE ACCURATE OR RELIABLE; AND 4) ANY ERRORS IN THE SERVICES OR TECHNOLOGY WILL BE CORRECTED.

## **OUR LIMITATION OF LIABILITY**

YOU AGREE THAT WE, NOR ANY OF OUR AFFILIATES, ACCOUNT PROVIDERS OR ANY OF THEIR AFFILIATES, WILL BE LIABLE FOR ANY HARMS, DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, RESULTING FROM: 1) THE USE OR THE INABILITY TO USE THE SERVICE; 2) THE COST OF GETTING SUBSTITUTE GOODS AND SERVICES; 3) ANY PRODUCTS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO, THROUGH, OR FROM THE SERVICE; 4) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; 5) STATEMENTS OR CONDUCT OF ANYONE ON THE SERVICE; 6) THE USE, INABILITY TO USE, UNAUTHORIZED USE, PERFORMANCE, OR NON-PERFORMANCE OF ANY THIRD-PARTY ACCOUNT PROVIDER SITE, EVEN IF THE PROVIDER HAS BEEN ADVISED PREVIOUSLY OF THE POSSIBILITY OF SUCH DAMAGES; OR 7) ANY OTHER MATTER RELATING TO THE SERVICES.

## **Severability**

If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions of this Agreement, to the extent permitted by law, will remain in full force and effect, provided that the essential terms and conditions of this Agreement for both you and the Bank remain valid, binding, enforceable, and provided that the economic and legal substance of the transactions contemplated is not affected in any manner materially adverse to either party. In the event of any such determination, you and the Bank agree to negotiate in good faith, to modify this Agreement to fulfill, as closely as possible, the original intents and purposes hereof. To the extent permitted by law, you and the Bank, hereby, to the same extent, waive any provision of law that renders any provision hereof prohibited or unenforceable in any respect.

## **Monitoring**

Except to the extent prohibited by law, we reserve the right to review and/or monitor transactions and instructions submitted through Online Banking for security, legality, compliance, fraud, and related purposes.

## **Miscellaneous**

Failure of either you or the Bank to require strict performance by the other party of any of the provisions, warranties, terms, or conditions of this Agreement will not be deemed a waiver or diminishment of any right of such party to demand strict performance of the Agreement in the future. This Agreement will be construed binding upon each party and its successors and assignees. Each party agrees to execute such additional documents, as the other party may reasonably deem necessary to perform the transactions contemplated in this Agreement in a timely manner. This Agreement will not be construed against the party that prepared it. All rights of each party will survive termination of this Agreement.

## **Ownership and License**

You agree that the Bank retains all ownership and proprietary rights in the Online Banking Services, associated content, technology, and Websites. Your use of these Services is subject to and conditional on your complete compliance with this Agreement. Without limiting the effect of the foregoing, any breach of this Agreement immediately terminates your right to use Online Banking. Without limiting the restriction of the foregoing, you may not use the Services: 1) in any anti-competitive manner; 2) for any purpose that would be contrary to the Bank's interest; or 3) to the Bank's actual or potential economic disadvantage in any aspect. Unless otherwise specifically stated, you may use the Services only for non-business, personal use in accordance with this Agreement. You may not copy, reproduce, distribute or create derivative works from the content and agree not to reverse engineer or reverse compile any of the technology used to provide these Services.

## **Section III – Rules for Non-consumer and Business Accounts**

The Bank may permit certain business customers to use Online Banking. However, certain Services within Online Banking may not be available or applicable for business customers. The terms and provisions of this section are applicable to you to the extent that you are a non-consumer user of the Services. Such terms and provisions do not apply to you to the extent that a Service is used by you, or the applicable Account has been established by you, primarily for personal, family, or household purposes. In the event that the terms and provisions in this section conflict or are inconsistent with any of the other terms and provisions of this Agreement, the following terms and provisions will govern and control the conflict or inconsistency with respect to non-consumer use of Online Banking Services.

You agree that we may transmit confidential information, including, without limitation, user password confirmations to the current address shown in our records for any of your Accounts, or to the email address you provide in connection with your use of a Service, whether or not that address includes a designation for delivery to the attention of a particular individual. You further agree that we will not be responsible or liable to you in any way in the event that such properly addressed information is intercepted by an unauthorized person, either in transit or at your place of business. By using the Online Banking Services, you acknowledge and agree that this Agreement and any other related agreements with us set forth security procedures for electronic banking transactions that are commercially reasonable. You agree to be bound by any and all transactions performed through the Service, whether authorized or unauthorized, and we will have no liability to you for any unauthorized transaction or inquiry with respect to your Accounts.

## **Section IV – Services**

### **A. Internal Funds Transfers**

You may transfer funds between your Northrim Bank Accounts ("Internal Transfer") that you own or control (either solely or jointly with others) or, if we agree in our discretion, for those Accounts on which you are an authorized signer, and from which you have an unrestricted right to withdraw funds. Normally, the Bank processes Internal Transfers immediately if the funds are Available. Except as provided below, there is not a designated limit on the dollar amount, or the number of the Internal Transfers that you may make using this Service.

**Timing**

You may make one-time same day and future dated and recurring Internal Transfers in any amount, up to your available Account balance, between your Accounts linked to this Service, and between your linked line of credit or installment loan Accounts. It is not possible to make Internal Transfers to or from CD Accounts.

When you complete or request an Internal Transfer using this Service, you authorize us to follow the transfer instructions and move the funds from the designated originating Account to the designated recipient Account. If we receive your request before our 9:00 PM AT each Business Day, we will transfer the funds on that day. If we receive your request after that time on a Business Day, or at any time on a non-Business Day, we will make the Transfer; however, the transaction will be effective dated the next Business Day. Funds transferred to a deposit Account will be deemed deposited on the transaction date and will be available thereafter.

**Funds Transfer Limitations**

We reserve the right to limit the frequency and dollar amount of transactions involving your Accounts for any reason, including security. We may refuse to act on your transfer instructions on the transaction date if there are not sufficient Available Funds in your Account, including funds that are available under any linked line of credit or overdraft protection Accounts.

**Loan Accounts**

If available, the Bank will treat each Internal Transfer made from a loan Account as a loan advance from that Account and it is subject to the terms of your loan agreement with us. If you have a loan Account with us, you appoint the Bank as your agent for purposes of taking any action necessary to complete your request for a loan advance from your loan Account and to deposit the loan advance in your designated Account at the Bank.

**B. External Funds Transfers**

The transfer of funds between your Accounts with us and your accounts at another financial institution ("Eligible Accounts"), assuming that your other financial institution and the law permits the transfer is a Service ("External Transfer") we offer you. You may transfer funds only between accounts where you are an owner of both accounts and the terms and conditions of the accounts allow deposits and/or withdrawals of the type you are initiating. External Transfers may not be available for Accounts open for less than 30 days.

**Information, Authorization and Representations**

By accepting this Agreement, you authorize us to verify your identity by obtaining personal and account information from any financial institution that you register for the External Transfer Service. We reserve the right to deny access to the External Transfer Service if we cannot verify your identity or other necessary information. We may approve or decline your application for External Transfers based upon our review of your Account or the information provided.

Once you are approved for External Transfers, we may verify your Accounts that you add to the Service from time to time. You authorize us to validate the Accounts by using test transfers and your verification of these transfers.

By using this Service, you represent and warrant to us that you are the rightful owner of the Eligible Accounts and that you are authorizing us to access such accounts to complete transfers that are initiated using your user ID and password. You also warrant that you have access to the accounts you are registering for the Service. You authorize us to affect small dollar funds transfers for validation purposes, and you assure us that by disclosing and authorizing us to use such information you are not violating any third party rights. You warrant and represent that the information you are providing us is true, current, correct, and complete. You hereby authorize and permit us to use information submitted by you to accomplish these purposes and to configure the External Transfer service to be compatible with the Accounts.

You authorize us to verify the content and authenticity of any funds transfer instruction for the purposes of security procedures applicable to Accounts. Once we have actual knowledge that you wish to cease using the External Transfer service and we have a reasonable opportunity to act on such knowledge, you will no longer be able to transfer funds online. You agree that we are not liable for any act we execute in good faith before we have actual

knowledge of termination by you, or have had a reasonable opportunity to act on such knowledge we deem to be authorized by you.

You understand and agree that at all times your relationship with each Eligible Account provider is independent of the Bank and your use of this Service. We will not be responsible for losses you suffer due to any act or omissions by any other financial institution.

You agree that we will not be liable for any costs, fees, losses or damages of any kind incurred as a result of: 1) our access to the accounts; 2) our debit and/or credit, or inability to debit and/or credit the accounts in accordance with your funds transfer instructions; 3) any inaccuracy, incompleteness or misinformation contained in the information retrieved from the accounts; 4) any charges imposed by any provider of accounts; and 5) any funds transfer limitations set by the financial institutions or other providers of accounts.

Accounts may not be eligible to receive or originate funds transfers. Verify with your financial institution for restrictions regarding transfers among your retirement (401(k), IRA, etc.), savings, trusts, loans, custodial, business, corporate and other account types.

### **Timing**

Funds transfers requested from another financial institution to an Account with us using the Service are generally available on the second Business Day following the effective date of the request. External Transfers requested to credit an account at another financial institution are withdrawn from your Account with us on the settlement date.

### **Frequency and Dollar Amount of Transfers**

Northrim Bank determines the daily and monthly limits for External Transfers. We reserve the right to change at any time the frequency and/or dollar limits assigned. In the event that your use of the External Transfer service or Online Banking has been suspended and reinstated as provided herein, you understand and agree that your use of the External Transfer service thereafter may be subject to lower dollar amount limitations than we would otherwise permit.

### **Authorization and Means of Transfers**

You authorize us to select any means to execute your External Transfer instructions. You understand that your transfer requests are carried out by us using the ACH, in accordance with applicable ACH Rules. You agree to be bound by the rules and regulations that govern the applicable funds transfer systems, such as the ACH as published by the National Automated Clearinghouse Association (NACHA). If any portion of the External Transfer fails, you authorize us to collect from the account at the receiving institution or your Account with us. There may be a fee associated with such collection imposed by the financial institution holding the account. We do not undertake notifying you in such an event, other than by posting the transfer(s) to the applicable Account in accordance with this Agreement.

You understand and agree that in the event we are unable to execute your funds transfer request using the ACH, we may use other established payment mechanisms in order to complete your funds transfer instructions, such as wire transfer or check.

### **Rejection of Transfers**

We reserve the right to decline to process any funds transfer, submit funds transfer instructions or orders, or to carry out change or cancellation requests.

### **Documentation**

You may access a statement of all funds transfers affected or pending at any time by reviewing External Funds Transfer activity in the Service.

### **Deviating from Security Procedures**

You agree to allow us to authorize any financial institution at which you have an account to accept funds and transfer instructions in accordance with any procedures as may be agreed from time to time between you and such financial institution, or between us, on your behalf, and such financial institution, without verifying the instructions under the established security procedures, regardless of whether such security procedures were agreed to by you

directly or by us on your behalf. In addition, you agree that we may authorize such financial institutions to charge and debit your accounts based solely on these communications.

**Account Number Policy**

If funds transfer instructions identify a bank by name and account number, the relevant financial institution may execute those instructions by reference to the number only, even if the number does not correspond to the name. You understand that such financial institutions may not investigate discrepancies between names and numbers. In addition, you agree that we have no responsibility to investigate discrepancies between names and numbers.

**Joint Account Holder**

In submitting your application for the Transfer Service, you confirm that, if any of your Accounts is a joint account, your joint account holder has consented for you to use your Accounts. We will end your use of the Transfer Service if any joint account holder notifies us that: 1) he or she never consented to your use of the Transfer Service; 2) the joint account can no longer be operated on your instructions alone; or 3) he or she is withdrawing consent for you to operate the joint account.

## C. Bill Pay

Bill Pay is an optional service that permits you to direct payments from your designated checking Account to third parties ("Biller"). You may designate payments to from any of your checking Accounts available within the Service. Savings Accounts are not considered eligible Accounts. Authorized payments will be deducted from the Account that you designate as your payment account ("Bill Pay Account"). You will be able to access Bill Pay once your enrollment in this service is approved.

### Payment Scheduling

The earliest possible date ("Scheduled Payment Date") you designated for the payment to each Biller (typically four (4) or fewer Business Days from the current date) will be determined by the Bill Pay service when you are scheduling the payment. Therefore, the Bill Pay Service will not permit you to select a Scheduled Payment Date less than one (1) to four (4) Business Days from the current date depending on the payment delivery type. When scheduling payments, you should select a Scheduled Payment Date that is no later than the actual due date on your Biller statement (to avoid possible late fees) unless the due date falls on a non-Business Day. If the actual due date falls on a non-Business Day, you must select a Scheduled Payment Date that is at least one (1) Business Day before the actual due date. In some circumstances, depending on the payment method, bill payments may not be received for up to 10 days.

### Expedited Payment Service

Payments may be expedited to ensure that they are received by the date you select within the service. Refer to Bill Pay Fees Section below to ascertain the fee amount for this service. Please contact Customer Service to expedite the delivery of any bill payment.

### Bill Pay Fees

Bill Pay is offered for a fee of \$5.95 per month for each account enrolled. This fee may be waived as a part of the benefits available for certain types of Accounts or tiers of the Flex Checking Account. Refer to the [Personal Fee Schedule](#) and for this or other applicable Bill Pay fees.

### Service Guarantee

The Service will bear responsibility for any late payment related charges up to \$50.00 should a payment post after its Scheduled Payment Date as long as the payment was scheduled in accordance with the guidelines described in the Payment Scheduling section in this Agreement. In such event, none of the exceptions described in the Payment Authorization and Payment Remittance section apply.

### Payment Authorization and Payment Remittance

By providing the names and account information for the Billers that you wish to direct payments to, you authorize the Bill Pay service to follow the instructions received. You agree that the payment data or data formats may be edited in accordance with the Billers' directives.

When a payment instruction is received through Bill Pay, you authorize the amount of bill payment, the debit to your designated Bill Pay Account and to remit funds on your behalf to ensure the funds arrive by the Scheduled Payment Date. You also authorize the credit to your Bill Pay Account for payments returned or payments remitted to you on behalf of another authorized user of the Bill Pay service.

If an incorrect amount of funds is removed from your Account or a bill payment does not comply with your Bill Pay instructions, and you have no other applicable liability, the Bank will be responsible for returning the improperly transferred funds to your Bill Pay Account or directing to the proper Biller any previously misdirected transactions. If applicable, the Service will also be responsible for any late payment related charges as indicated in the Service Guarantee.

### Payment Methods

The method to remit funds on your behalf is based on the Biller. These payment methods may include, and are not limited to, an electronic payment, an electronic-to-check payment, or a laser draft payment (funds remitted to the Biller are deducted from your Bill Pay Account when the laser draft is presented for payment).

**Bill Pay Account**

You authorize us to debit the designated Account indicated in the Bill Pay instructions you provide through the Bill Pay Service. You agree that you will have funds available in the Bill Pay Account for each bill payment on the Scheduled Payment Date. If you do not have sufficient funds in the Bill Pay Account, without notice to you, we will decide, at our discretion, whether to complete the transaction, and we may make additional attempts to debit your Bill Pay Account for the amount. We also will debit associated fees and charges such as insufficient funds (NSF) or overdraft (OD) fees. You are responsible and agree to reimburse the Bank and the Bill Pay service provider for all NSF, OD and related fees and charges. We will attempt to notify you if we are unable to complete a bill pay transaction for other reasons such as incomplete or inaccurate information.

**Canceling or Changing a Scheduled Bill Payment**

The best way to cancel or change a scheduled bill payment is to use the Bill Pay service. Payments must be changed or canceled electronically before the Business Day the transaction is scheduled to be initiated in order to guarantee the payment is canceled. There is no charge for payments that you cancel electronically.

If needed, you may also cancel a bill payment up to three (3) Business Days before the payment is scheduled to be made by calling, visiting, or writing Customer Service to request a stop payment be placed on the Item.

**Stop Payment Requests**

The ability to process a stop payment request will depend on the payment method and if the Item has debited your Account. We may not be able to act on a stop payment request after a payment has been processed. If you desire to stop any payment that has already been processed, you must contact Customer Service. Although we will make every effort to accommodate your request, we will have no liability for failing to do so. We may also require you to present your request in writing within fourteen (14) days.

**Prohibited Payments**

Payments to Billers outside of the United States or its territories are prohibited through the Service

**Exception Payments**

Tax payments and court ordered payments may be scheduled through the Service; however, such payments are discouraged, and as such, are scheduled at your own risk. In no event will we be liable for any claims or damages resulting from these types of bill payments. The service guarantee, as it applies to any late payment and related charges, does not apply to tax or court ordered payments scheduled and/or processed through the Service. We have no obligation to research or resolve any claim resulting from an exception payment. All research and resolution for any misapplied, misposted, or misdirected payments will be your sole responsibility.

**Bill Delivery and Presentment**

You may elect to receive bills within Online Banking ("Bill Presentment"). Using the Bill Pay Service, you may request that third party payees (such as credit card companies, utilities, or other service providers) send your bills to you electronically for viewing within Bill Pay. You may pay these bills electronically via the Bill Pay service or by some other means.

**Information Provided to the Biller**

The Service is unable to update or change your personal information such as, and not limited to, your name, address, telephone numbers and email addresses, with the electronic Biller. You will need to make any changes by contacting the Biller directly. Additionally, it is your responsibility to maintain all user IDs and passwords for electronic Biller sites. You also agree that you will not attempt to gain unauthorized access to another person's Biller.

**Activation**

Once you activate Bill Presentment, we will attempt to notify the Biller of your request to receive electronic billing information. The presentment of your first electronic bill may vary based on the Biller and may take up to sixty (60) days, depending on the billing cycle of each Biller. Additionally, the ability to receive a paper copy of your statement is at the sole discretion of the Biller. Each electronic Biller reserves the right to accept or deny your request to receive electronic bills.

**Notification**

The Bill Pay Service will use its best efforts to present all of your electronic bills promptly. In addition to notification within the Bill Pay service, we may send an email notification to the address listed within the Service. It is your sole responsibility to ensure that this information is accurate. In the event you do not receive notification, it is your responsibility to periodically access the Bill Pay service and verify the delivery of new electronic bills. The time for notification may vary based on the Biller. You are responsible for ensuring timely payment of all bills.

**Cancellation of Electronic Bill Notification**

The electronic Biller will have the right to cancel the presentment of electronic bills at any time. You may also cancel electronic Bill Presentment at any time. The timeframe for cancellation of your electronic Bill Presentment may vary based on the Biller. It may take up to sixty (60) days, depending on the billing cycle of each Biller. The Service will notify your electronic Billers of the change in status of your Account and it is your sole responsibility to arrange for an alternative form of bill delivery.

**Accuracy and Disputes of Electronic Bills**

You agree that we are not responsible for the accuracy of your electronic bills. The Service is only responsible for presenting the information we receive from the Biller. Any discrepancies or disputes regarding the accuracy of your electronic bill summary or detail must be addressed with the Biller directly. This Agreement does not alter any liability or obligation that currently exists between you and your Biller.

**D. Text Message Banking**

Text Message Banking Service is a quick and easy way to obtain your Northrim Bank Account balance anytime. This Service allows you to set up your mobile Access Device so you can obtain your Account balances and recent transaction information, as well as set up secure Text Messaging alerts for your Accounts. To enable Text Message Banking, you must electronically accept this Agreement and our *End User Terms* presented during Text Message Banking enrollment.

For Text Message Banking, you must activate the Service to receive your Account balance and transaction history in the form of a text message. To activate a previously enrolled mobile Access Device number for the Text Message Banking Service or register a new mobile Access Device number, it is necessary to complete the enrollment process within the Online Banking. Upon activation, we will ask you to provide the telephone numbers that are associated to the mobile Access Devices on which you choose to receive the text messages. It is your sole responsibility to make sure that the telephone number for the mobile Access Device is accurate.

Once activated, this Service allows you to text us a request for your balance whenever you want. You can text commands like, "BAL or B to 49794" on your Access Device to retrieve your Account balances. After texting the command, you will receive a text message with the information you requested. There is a variety of commands for different situations (see the Mobile Banking Center within Online Banking for more information). You can also sign up for a weekly text and every Friday we can send you the balance for the Accounts you designate.

We may add or remove certain features and/or functions from this Service from time to time.

To cancel the messages coming to your mobile Access Device, you can opt out of the Text Message Banking Service. Just send a text that says, "STOP to 49794" or by clicking on the deactivate link within the Service. You will receive a one-time confirmation text message indicating your deactivation.

If you deactivate cellular service for a mobile Access Device number that you enrolled in this Service, you are responsible for deactivating that same telephone number for the Text Message Banking Service.



## Appendix I

### Electronic Delivery Agreement

By accepting this Electronic Delivery Agreement you are agreeing to delivery of the Northrim Online Banking Agreement, disclosures, statements, notices, and tax documents for deposit accounts within the Online Banking in an electronic format. With the electronic version of these documents you can view, print, and save to your PC or Mobile Device.

This service ("Online Documents") presents Account statements, disclosures, notices, and tax documents available electronically. To receive Online Documents electronically, you must: 1) register your Accounts by clicking the Online Documents link within the Service, and 2) select the applicable Accounts.

#### Scope of Online Documents

By using Online Documents, you authorize the Bank to discontinue sending paper documents and disclosures to you, unless you withdraw your consent as described below. Online Documents may not include all Account disclosures and notices; any documents not provided electronically will be provided through the mail or are available at any branch location. Your consent to receive Online Documents includes, but is not limited to:

- Periodic disclosures or monthly billing statements for your Account,
- Notices or disclosures about a change in the terms of your Account or associated payment feature, and
- Privacy policies and notices.

#### System Requirements

Online Documents are accessible using a properly equipped computer and preferred browsers, which include the latest versions of Internet Explorer, Mozilla Firefox, Safari (MAC), or others. In order to create a paper copy of your electronic documents you will need a printer.

By accepting this Electronic Delivery Agreement, you acknowledge that you have printing capabilities and that you can view your Online Documents using Adobe Reader. In addition, you are demonstrating that you have the ability to view and save documents through electronic means.

#### Your Responsibilities

If you choose to receive documents electronically, each time a new document becomes available we will notify you by email. It is your responsibility to review your email account periodically to ensure that you are receiving these notifications, and to review your statements promptly, and notify the Bank if any statement contains an error, or if any of these documents are not accessible, are incomplete or unreadable. Your responsibility for reviewing your statement and reporting any irregularities or issues is the same as if you received a paper statement.

#### Requesting Paper Copies

Online Documents are printable and they contain the same information as paper statements. You may request a paper copy of your Account statements by contacting us, which has a \$2.00 charge per statement.

#### Canceling Electronic Delivery

If, at any time, you request to discontinue the electronic delivery of statements, notices, and disclosures, and return to standard mail delivery, select Change Document Delivery Method online, or call us by telephone at (907) 562-0062 or toll-free (800) 478-2265, or via email, at [eservices@nrim.com](mailto:eservices@nrim.com). Please allow two (2) Business Days to complete your request to discontinue the service.

Northrim Bank may discontinue providing your statements, notices, and disclosures to you electronically at any time. If this should occur, we will begin mailing paper documents.

#### Disclaimer of Liabilities

Northrim Bank is not liable for any loss or damage arising from: 1) your failure to comply with this disclosure; 2) your failure to access, download, save, or print your documents; 3) problems or technical failures with your equipment; 4) any errors or delays in communication or transmission lines; and 5) any occurrence beyond our reasonable control.

**Security**

You are responsible for maintaining the confidentiality of your Account, User ID, passwords, and restricting access to your computer. You agree to notify us promptly of any unauthorized use of your password or breach of security.